

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Vexcel Corporation

5775 Flatiron Parkway, Suite 220
Boulder, CO 80301
303-415-6000
www.vexcel.com

Contract Number: **GS-35F-0629T**

Period Covered by Contract: September 11, 2007 through September 10, 2017

General Services Administration
Federal Supply Service

Pricelist current through Modification #PS-0017, dated September 16, 2014.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! (<http://www.gsaadvantage.gov>).

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS.....	3
INFORMATION FOR CUSTOMER	4
TERMS AND CONDITIONS (SIN 132-51).....	9
LABOR CATEGORY AND PRICING.....	12
LABOR CATEGORY.....	12
PRICE LIST.....	17
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS..	18
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE.....	19
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”.....	21

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

INFORMATION FOR CUSTOMER

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

- a. For mail orders, the postal address where information will be received:

Vexcel Corporation
5775 Flatiron Parkway, Suite 220
Boulder, CO 80301

- b. For facsimile transmission order, the fax number and point of contact:

ATTN: Kevin Fletcher
303-442-2956

- c. For email order, the email address:

Email: kevinfl@microsoft.com

- d. All payments should be submitted to the following remittance address:

Vexcel Corporation
Attn: Accounts Receivable
5775 Flatiron Parkway, Suite 220
Boulder, CO 80301

Vexcel will accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

303-415-6025
Kevin Fletcher

When Authorized Dealers are allowed by the Vexcel to bill ordering activities and accept payment, the order and/or payment must be in the name of the Vexcel, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

Vexcel shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Vexcel, unless such injury or damage is due to the fault or negligence of Vexcel.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 147280127
Block 30: Type of Contractor - C. Large Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 84-0992830

- 4a. CAGE Code: 0B024
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

It is expected that all Information Technology Services described herein will be performed at a Vexcel facility or at a Government designated facility. Place of performance shall be designated on the purchase order or Statement of Work.

6. DELIVERY SCHEDULE

- a. **TIME OF DELIVERY:** Vexcel shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51 Information Technology Professional Services	* Days
<i>* As negotiated between Vexcel and the ordering activity.</i>	

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact Vexcel for the purpose of obtaining accelerated delivery. Vexcel shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Vexcel in writing.) If Vexcel offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

- 10. Small Requirements:** The minimum dollar value of orders to be issued is \$1000.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Vexcel.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: Vexcel may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: Vexcel may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, Vexcel may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, Vexcel may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: Vexcel may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, Vexcel's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: Vexcel may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by Vexcel.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of Vexcel, the ordering activity may provide Vexcel with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to Vexcel's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly

upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.vexcel.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom Vexcel has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) Vexcel shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, Vexcel shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or Vexcel gives written notice to the Contracting Officer, whichever period is longer.
- (c) Vexcel shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. Vexcel shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. Vexcel shall provide services at Vexcel's facility and/or at the ordering activity location, as agreed to by Vexcel and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between Vexcel and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by Vexcel to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate Vexcel. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. Vexcel shall commence performance of services on the date agreed to by Vexcel and the ordering activity.
- b. Vexcel agrees to render services only during normal working hours, unless otherwise agreed to by Vexcel and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to Vexcel, require Vexcel to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to Vexcel, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, Vexcel shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to Vexcel, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Vexcel shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in Vexcel's cost properly allocable to, the performance of any part of this contract; and

(2) Vexcel asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (JUN 2010) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (OCT 2008) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF VEXCEL

Vexcel shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by Vexcel under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to Vexcel, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving Vexcel, any entity into or with which Vexcel subsequently merges or affiliates, or any other successor or assignee of Vexcel.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by Vexcel and its affiliates, may either (i) result in an unfair competitive advantage to Vexcel or its affiliates or (ii) impair Vexcel’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on Vexcels, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

Vexcel, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay Vexcel, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials

orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that Vexcel receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as Vexcel sells to its commercial and other ordering activity customers. If Vexcel is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/EC Services shall be in accordance with Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

LABOR CATEGORY AND PRICING

Roles and Responsibilities: All consultants share common roles with varying degrees of responsibilities.

The Consultant's role is mainly about delivering solutions to customers allowing them to maximize their investment in technology. Consultants use their broad and deep knowledge of technology and IT operations to architect solutions by mapping common customer business problems to reusable services focused on operational effectiveness and business value. To accomplish operational effectiveness a consultant will manage the complete lifecycle of large and complex projects.

As members of the virtual account team, a consultant helps customer account teams identify, pursue, and close strategic business development opportunities while continually driving add-on business within existing projects. They help translate business requirements into technology requirements for inclusion in contracts and/or statements of work (SOW), and assist in contract negotiations.

Consultants play a key role in employing and developing partners as part of the overall services delivery model. Consultants maintain product group relationships and may act as subject matter experts assisting service line management in the definition and development of service and/or solution offerings.

They offer IT Consultancy and Support at every stage of the IT Life Cycle. Together with Vexcel partners, the trained consultant and support specialists offer expert help with formulating strategy, quantifying business benefits, identifying opportunities and implementing solutions that best meet customer requirements.

When customers and partners are developing or implementing Enterprise systems or large-scale infrastructure services that are core to their business, Vexcel provides assurance that the implemented solution will both perform as specified and deliver the expected benefits.

Vexcel's team of Consultants are capable of taking a lead role through the lifecycle of a project – from Envisioning through to Maintenance and Evolution of the solution.

Consultants play a key role in employing and developing partners as part of the overall Vexcel services delivery model.

Consultants maintain product group relationships and may act as subject matter experts assisting service line management in the definition and development of service and/or solution offerings.

Architectural Consultant

Responsibilities: Works closely with Practice manager and Engagement Managers as the Vexcel Advocate and sole or shared Technical lead to ensure development or analysis or deployment or solution remains on schedule and in line with the current capabilities and future directions of Microsoft products.

General Experience: Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation.

Essential experience: Contact and experience of working with architect teams within customer and global service partners, service oriented architectures, high performance integration solutions and large scale consolidated infrastructures.

Specialized Experience/ Training: This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Education: Bachelor degree and Master degree or industry equivalent experience.

Principal Consultant

Responsibilities: Works closely with Project manager as the Vexcel Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation.

Specialized Experience/ Training: This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Education: Bachelor or Master degree or industry equivalent experience.

Senior Consultant

Responsibilities: Lead Vexcel Advocate and Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation.

Specialized Experience/ Training: This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Education: Bachelor or Master degree or industry equivalent experience.

Consultant

Responsibilities: Works closely with Project manager as the Vexcel Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

General Experience: Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation.

Specialized Experience/Training: Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

Education: Bachelor degree or industry equivalent experience.

Engagement Manager (EM)

Responsibilities: The Engagement Manager role owns the problem statement from the perspective of the customer. This role has the responsibility of ensuring that the assembled consulting team both structures and executes on the problem solving methodology correctly and to the agreed budget. The primary responsibility is for the engagement is to deliver quality and customer satisfaction by structuring and managing deals through completion.

The EM has responsibility for understanding and thoughtfully managing risks. Decisions must be made regarding acceptable and unacceptable risks for each engagement. For each acceptable risk, the EM is responsible for crafting the mitigation plan. Lastly, the EM will determine who should be responsible (whether it be the customer, partner, or member of the Microsoft Services team) for managing the risk and executing the mitigation plan.

The EM establishes the processes to support the engagement, including setting up charge codes, defining the project calendar, and defining deliverable acceptance and reporting procedures. Project initiation also includes validating scope, conducting project kickoff and holding Conditions of Satisfaction (COS) discussions with stakeholders.

The EM tracks the performance of the engagement (typically weekly and monthly) and the quality of project deliverables (typically at key project milestones) and reports on the effectiveness of the engagement against the baseline plan. Project status is reported to the client as per the client's need, and complex projects are typically reported on internally on a monthly basis.

The EM builds his/her time into engagements as appropriate to achieve the required level of billable utilization set by the business. During an engagement, the EM works as part of the engagement team, normally overseeing the performance of the engagement, ensuring the quality of deliverables, and managing client expectations of the engagement.

The EM reviews and approves consultant and partner billable hours and expenses each week, and reviews and approves client invoices before they are sent. The EM also answers any questions clients may have about charges on the invoices, and intervenes as necessary to resolve billing disputes.

The EM defines in advance the acceptance criteria for each project deliverable, works with the team to establish delivery dates for each deliverable, and oversees the review of client deliverables to ensure they meet all client acceptance criteria, securing sign-off on each deliverable as defined in the SOW.

Lead business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of IT products.

General Experience: Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation.

Specialized Experience/ Training: This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Education: Bachelor's or Master degree or industry equivalent experience.

Project Manager (PjM)

Responsibilities: The PjM role provides the consolidated viewpoint of project status that enables Vexcel Services leadership to have knowledgeable, data specific discussions with customers on long-term or complex engagements. In addition, the Project Manager role provides a facilitation role in risk management, helps drive quality and assists in managing customer expectations during the ongoing execution of an engagement.

Responsibilities at the project level are for engagement execution within a formal Statement of Work (SOW) to drive predictable behaviors in terms of project process and outcomes (accomplished on time, on budget, and according to customer specifications). The Project Manager is co-owner of delivery engagement quality and customer satisfaction with the Engagement Manager.

In addition to a delivery focus, this role may also be called upon to participate in a pre-sales function to assist in structuring a complex engagement.

The Project Manager is responsible for overseeing the delivery of a product/service/solution and associated resources within the constraints of schedule, features/functionality, and budget during one or more key lifecycle segments: opportunity, delivery or operations. Manages key deliverables and associated project activities. Responsible for planning, executing, and controlling.

Lead technical contact for customers, and also coordinates and schedules project task resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of IT products.

General Experience: Five to fifteen years demonstrated performance in related technology and project management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation.

Specialized Experience/ Training: This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Education: Bachelor or Master degree or industry equivalent experience. Certification by the Project Management Institute (PMI®).

Program Manager

Responsibilities: The Program Manager is responsible for overseeing the delivery of a product/service/solution and associated resources within the constraint of schedule, features/functionality, and budget during one or more key lifecycle segments: opportunity, delivery or operations.

Manages key deliverables and associated activities using strong business development skills in needs requirements and business case for projects, strong cross-group collaboration with legal, sales, product development, partners and support, support consultants in closing services sales.

Responsible for planning, executing, and controlling scope of project work, work objectives, and deliverables, development of duration estimates and schedule, development of cost estimates, performance management of scope, schedule, resources and cost, project infrastructure to support communications and information needs, use and reuse of Intellectual Capital, support practice management in benchmarking and lessons learned to identify best practice and process improvements, continuous management of risk and quality to meet/exceed conditions of satisfaction, thought leader in program management in one or more key lifecycle segments: opportunity, delivery or operations, strong people management skills to direct virtual teams

General Experience: Five to fifteen years demonstrated performance in related technology and program management. Experienced in business development and managing programs involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation.

Functional Responsibilities: Lead Vexcel business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Vexcel products.

Education: Bachelor's or Master degree or industry equivalent experience. Certification in Program or Project Management or industry equivalent experience.

System Engineer

Responsibilities: Analyze technical requirements and develop effective technical solutions. Direct the activities of other Software Engineers and Hardware Engineers. Lead role in conceiving architectural designs, in current environment assessment, and in delivering technical presentations to customer.

Manage specific tasks including directing the efforts of selected Vexcel and customer staff and meet/interview customer to capture specific requirements in concise format. Participate in design of information systems and perform in the role of strategy consultant.

Perform Rapid Economic Justification (REJ) and Total Cost of Ownership (TCO) Analysis and provide key personal link to Vexcel technology groups. Provide leadership and guidance to support the implementation of large systems including methodology, design approaches, and architectural and engineering considerations and quality assurance review of engagement processes and deliverables. May need to serve as Program Manager and work with customer staff to implement customer technology (e.g., testing, documentation, meeting user expectations).

General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained in one or more of the following areas: solutions framework, product futures, and relevant training in infrastructure and/or development areas.

Functional Responsibilities: Lead advocate and technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Vexcel products.

Education: Bachelor's or Master degree or industry equivalent experience.

Software Development Engineer II

Responsibilities: Participate in strategic planning sessions with Program Manager, System Engineer, and customer staff and in delivering technical presentations to customer staff. Serve as Program Manager if needed.

Analyze technical requirements and develop effective technical solutions and design and write code as required for selected customer systems. Assist in infrastructure design and deployment activities and be directly involved in the hands-on implementation of customer systems.

Lead role in conceiving architectural designs and in current environment assessment. Meet/interview customer to capture specific requirements in concise format and participate in design of information systems, working with customer staff to support technical strategy and control objectives.

General Experience: Eight or more years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual

will have been trained in one or more of the following areas: solutions framework, product futures, and has received relevant training associated with specific customer need.

Functional Responsibilities: Works closely with Program Manager as the software advocate and development engineer lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Vexcel products.

Education: Bachelor's degree or industry equivalent experience

Software Development Engineer I

Responsibilities: Assist in delivering technical software presentations to customer staff and in infrastructure design and deployment activities.

Design and write code as required for selected customer systems and develop documentation on selected customer systems and objectives. Directly involved in the hands-on implementation of customer systems and meet/interview customer to capture specific requirements in concise format, working with customer staff personnel to support technical strategy and control objectives.

General Experience: Five plus years demonstrated performance in related technology. Experienced in topic such as complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and has received relevant training associated with products.

Functional Responsibilities: Works to support the Program Manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Vexcel products.

Education: Bachelor's degree or industry equivalent experience.

Hardware Engineer

Responsibilities: Assist in delivering technical hardware presentations to customer staff and in infrastructure design and deployment activities.

Design and build product as required for selected customer systems and develop documentation on selected customer systems and objectives.

Directly involved in the hands-on implementation of customer systems, working with customer staff personnel to support technical strategy and control objectives.

General Experience: Three to five years demonstrated performance in related technology. Experienced in topics such as complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and has received relevant training associated with Vexcel products.

Functional Responsibilities: Works to support the Program Manager to ensure development, analysis, or deployment remains on schedule and in line with the current capabilities and future directions of Vexcel products.

Education: Bachelor's degree or industry equivalent experience.

Authorized GSA Prices-SIN 132-51 Professional Services Labor Categories

Labor Category	GSA Offered Rate W IFF
	Effective Sep 11, 2014
Architectural Consultant	349.00
Principal Consultant	339.52
Senior Consultant	295.24
Consultant	242.79
Engagement Manager	303.49
Project Manager	290.29
Program Manager	209.78
System Engineer	174.67
Software Development Engineer II	160.28
Software Development Engineer I	126.59
Hardware Engineer	123.41

Packaged Fixed-Price Labor Services are offered under this contract. Non Labor costs are not included in this contract. ODC (Other Direct Costs) are expenses other than labor hours and will be negotiated at the task level. Some ODC examples are shipping, travel, costs associated with security clearances if required, storage costs if required, equipment rental as required, contractually required hardware/software, rental fees, supplies, services, materials, transportation, equipment and facilities costs. Travel costs will be charged in accordance with Federal Acquisition Regulation 31.205-46.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Vexcel provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts, when such opportunities exist. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

(Kevin Fletcher, 303-415-6025, Fax: 303-442-2956, kevinfl@microsoft.com)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Vexcel enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Vexcel Corporation Date

BPA NUMBER_____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, Vexcel agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and Vexcel's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.